DRAINFIELD EASEMENT AGREEMENT

This Agreement is made this ______ day of___________________________________________, 200___, between__________________________________________________________, herein referred to as a GRANTOR and_____________________________________________________________, herein referred to as a GRANTEE.

The easement described herein is for the sole use of the GRANTEE, its heirs and assigns, for the residence now or hereafter located upon the following described real estate situated in Thurston County, State of Washington, to wit:

(Tax Parcel #)__________________________________(Legal Description)________________________________

in consideration of one and no/100th Dollars ($1.00), and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, GRANTOR hereby conveys and warrants to GRANTEE the following easements:

A non-exclusive perpetual easement across, along, in, upon, and under GRANTOR's real estate situated in Thurston County, State of Washington, to wit:

(Tax Parcel #)________________________________(Legal Description)_______________________
And by this reference made apart hereof for the purpose of installing, constructing, operating, maintaining, inspecting, removing, repairing, replacing, and using a residential septic tank and soil absorption system (hereafter residential septic system); TOGETHER WITH the non-exclusive right of ingress to and egress from said property for the foregoing purposes.

The easement includes the following conditions and covenants which GRANTOR and GRANTEE hereby promise to faithfully and fully observe and perform:

1. COSTS AND EXPENSES
   GRANTEE shall bear and promptly pay all costs and expenses of construction and maintenance of the residential septic system.

2. CONSTRUCTION AND MAINTENANCE
   GRANTEE shall construct and maintain the residential septic system in accordance with all laws, regulations; and Thurston County Public Health and Social Services Department, Environmental Health Division regulations, conditions; or specifications as directed by the Thurston County Public Health and Social Services Department, Environmental Health Division.

3. PRIOR APPROVAL OF PLANS
   Prior to the installation and/or alteration of any residential septic system by GRANTEE, plans for said construction and/or alteration shall be submitted to and approved by the Thurston County Public Health and Social Services Department, Environmental Health Division.

4. WORK STANDARDS
   All work to be performed by GRANTEE shall be in accordance with plans approved by the Thurston County Public Health and Social Services Department, Environmental Health Division and shall be completed in a workman-like manner free of claims and liens. Upon completing construction or maintenance of the residential septic system, GRANTEE shall remove all debris and restore the surface of the property as nearly as possible to the condition in which is was at the commencement of such work, including restoration of any survey references or caps which were disturbed or destroyed.

5. PROTECTION OF RESIDENTIAL SEPTIC SYSTEM
   GRANTOR shall insure that no encroachments shall be made on the easement area, including but not limited to the following: placement of water, power or utility lines in the easement area, including underground sprinkler systems; driving, parking or paving over the easement area; planning or construction of buildings, utility lines or improvements except as permitted by applicable laws or regulations; or using the drainfield area in any fashion which hinders, disrupts or interferes with the use or proper functioning of the residential septic system. GRANTOR shall at all times have the right to occupy the easement area, provided, that use of the easement area by GRANTOR does not in any fashion hinder, disrupt or interfere with the use or proper functioning of the residential septic system.

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6. **ACCESS BY GRANTEE**

GRANTEE shall have right of ingress and egress as may from time to time be necessary to insure the proper functioning of the residential septic system. Ingress into the easement area by the GRANTEE for any purpose herein shall be made as provided in Section 9 of ARTICLE IV (effective date 10/15/95) or as the parties may otherwise agree. GRANTEE shall exercise its right under this section so as to minimize interference with GRANTORS use of the property.

7. **NOTICES**

The GRANTEE shall give GRANTOR written notification of the original construction of the residential septic system at least 15 days prior to the commencement of construction. Notice for any inspection, repair or replacement shall be reasonable under the circumstances.

8. **SUCCESSOR INTERESTS**

This easement and the rights and obligations herein shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.

GRANTOR DATE GRANTEE DATE

GRANTOR DATE GRANTEE DATE

State of Washington } ss.
County of_____________}

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this____ day of______________________, 200____, personally appeared before me________________________

______________________ to me known to be the individual_______ described in and who executed the foregoing instrument, and acknowledge that he (they) signed and sealed the same as_______ free and voluntary act and deed, for the uses and purposes wherein mentioned.

GIVEN under my hand and official seal the day and year last above written.

NOTARY PUBLIC in and for the State of Washington residing at________________________

State of Washington } ss.
County of_____________}

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this____ day of______________________, 200____, personally appeared before me________________________

______________________ to me known to be the individual_______ described in and who executed the foregoing instrument, and acknowledge that he (they) signed and sealed the same as_______ free and voluntary act and deed, for the uses and purposes wherein mentioned.

GIVEN under my hand and official seal the day and year last above written.

NOTARY PUBLIC in and for the State of Washington residing at________________________